

#### D.C. DEPARTMENT OF GENERAL SERVICES

### DCAM-16-NC-0045

# **REQUEST FOR PROPOSALS Facility Security Assessment Services**

January 14, 2016

**Proposal Due Date:** 

February 11, 2016, by 2 p.m. EST

**Proposal Delivery Location:** 

**Department of General Services** 

**Attn: Kimberly Gray** 

**Supervisor Goods and Services** 

Frank D. Reeves Center 2000 14<sup>th</sup> Street, NW

Contracts & Procurement Division, 8<sup>h</sup> Floor

Washington, DC 20009

**Pre-proposal Conference:** 

January 22, 2016 at 11:00AM

**Department of General Services** 

Frank D. Reeves Center 2<sup>nd</sup> Floor Community Room

2000 14<sup>th</sup> Street, NW Washington, DC 20009

**Contact:** 

**Keith Giles, Contract Specialist** 

**DC** Department of General Services

Frank D. Reeves Center

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### **Executive Summary**

The Department of General Services, Protective Services Division (the "District" or "Department" or "DGS" or "PSD") is seeking a Contractor to provide facility security assessment services for District owned and leased facilities. The Contractor will act as a facility security subject matter expert to augment the Threat Management Section of the Department of General Services, Protective Services Division, in carrying out its mission. The Contractor will provide support to PSD staff in conducting facility security assessments. All facility security assessments will be conducted using *The Risk Management Process for Federal Facilities: An Interagency Security Committee Standard, August 2013* ("ISC Standards") as the basis for assessment. The District intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal is most advantageous to the District.

# A.1 Contract Type:

The Contract awarded pursuant to this RFP will be an Indefinite Delivery Indefinite Quantity (IDIQ) type of contract based on fixed unit prices. The contract value will be a minimum of \$250.00 and a maximum of \$950,000.00 for the base and each of four option years.

### A.2 Contractor's Compensation:

The contract awarded pursuant to this RFP will be a Fixed Price Contract. Offerors are required to bid a fixed unit price per facility for each FSL designation as described in the Attachment A Offer Letter and Bid Form. The fixed unit prices shall be the basis for determining the total contract value for each option year once PSD identifies the facilities to be assessed.

### A.3 Form of Contract:

The Form of Contract will be issued by Addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

#### A.4 Term of the Contract:

- A.4.1 Base Term: The base term of the IDIQ contract will be from date of award through one (1) year thereafter.
- A.4.2 Option Years: The Department shall have the right to extend the term of this Agreement for four (4) one-year option periods or portions thereof; provided that the Department shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of

the Contract thirty (30) days prior to the expiration of the contract. The preliminary notice does not commit the Department to an extension. The Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Department prior to the expiration of the Contract.

A.4.3 Option Years Pricing: In the event the Department exercises its option to extend the Contract to cover an option year, the rates or unit prices applicable to such Option Year are set forth in Attachment A. Prior to the exercise of an option year, the Contractor will be provided with a list a sites to be assessed. The fixed unit prices and the list of sites will be used to establish the contract value for each option year.

#### A.5 Selection Criteria

Proposals will be evaluated in accordance with <u>Part D</u> of this RFP. The following evaluation criteria will be used:

- Experience (40 Points)
- Key Personnel (40 points)
- Management Plan (80 points)
- Price (up to 40 points)
  - o Maximum of 12 CBE preference points allocable after all other points have been calculated

#### A.6 Procurement Schedule

The schedule for this procurement is as follows:

Issue RFP
Pre-proposal Conference
Last Day for Questions/Clarifications
Proposals Due
January 14, 2016
January 27, 2016
February 11, 2016

#### A.7 Attachments

Attachment A - Offer Letter/Bid Form and Bidder/Offeror Form

Attachment B - Tax Affidavit

Attachment C - Service Contract Act Rates

Attachment D - SBE Subcontracting Plan

Attachment E - Living Wage Act Fact Sheet and Living Wage Act of 2006

Attachment F - First Source Agreement

Attachment G - Standard Contract Provisions for use with Goods and Services Contracts

Attachment H - Past Performance Evaluation Form

### **SECTION B** Scope of Work

### **B.1** Scope of Work

B.1.1 Contractor to provide facility security assessment services for District owned and leased facilities. The Contractor will act as a facility security subject matter expert to augment the Threat Management Section of the Department of General Services, Protective Services Division, in carrying out its mission. The Contractor's scope of work shall be to provide Facility Security Assessment services at the direction of PSD in accordance with the Facility Security Management Process for Federal Facilities, An Interagency Security Committee Standard, dated August 2013.

B.1.2 The Contractor shall perform services that will include, but are not limited to, the following:

### B.1.2.1 Facility Security Assessment Site Surveys

The PSD Supervisory Physical Security Specialist will assign each facility security assessment to a team comprised of a PSD Physical Security Specialist (PSS) and a designated member of the Contractor's staff.

The Contractor's staff member(s) assigned to each facility security assessment shall be responsible for performing the following tasks:

- Conduct all site visits, to include preparation and delivery of an in-briefing presentation, interviews of key staff, recording all notes and taking photographs of the site and of all items found deficient.
- Prepare a facility security assessment report at the conclusion of each site assessment. Each report shall present the information listed below in the format outlined below.
  - o 1.0 Executive Summary
  - o 2.0 Site Information
  - o 2.1. Site Description
  - o 3.0 Methodology
  - o 3.1. Approach
  - o 3.2. Facility Security Level Determination
  - o 4.0 Assessment Information & Findings
  - o 4.1. Site Security
  - o 4.2. Structure Security
  - o 4.3. Facility Entrance Security
  - o 4.4. Interior Security

- o 4.5. Security Systems
- o 4.6. Security Operations and Administration
- o Appendix A Facility Security Level (FSL) Determination Matrix
- O Appendix B Contact Information
- The draft facility security assessment report shall be submitted to the PSD Supervisory Physical Security Specialist for review within 5 business days after each site assessment is complete. The final version of the report shall be submitted no later than seven business days after notice that PSD's internal review and editing process is complete.

# B.1.2.2 Countermeasure Design

The Contractor shall support PSD staff in development of integrated countermeasures to address vulnerabilities at District sites. The basis of design may include items required to meet ISC security criteria and requests from tenant agencies. The PSD Supervisory Physical Security Specialist will assign each countermeasure design project to a team comprised of a PSD Physical Security Specialist (PSS) and the designated member of the contractor's staff.

The contract staff member assigned to the countermeasure design shall perform the following tasks:

- Coordinate all site assessment activities with the on-site contact person(s) provided by the PSS.
- Request relevant information from the on-site contacts, to include site
  floorplans, details on any existing facility security measures installed by the
  tenant agency, and any tenant certification and/or regulatory requirements.
  The Contractor will convert any documents received in hard copy form to an
  electronic format.
- Request all information on currently installed PSD-managed security equipment from the PSD electronic security system management vendor.
   The Contractor will convert any documents received in hard copy form to an electronic format.
- Attend all site visits conducted by the PSS, and record all notes and take photographs of the site and of any conditions that will impact countermeasure installation.

# **B.2** Management of Security Data and Official Documentation

There are three modules in the electronic system for managing all facility security data. The Contractor shall enter the data listed below into the appropriate module of electronic system. The system is owned and managed by PSD.

### B.2.1 Facility Security Data Module

- The facility security data module should include for each facility, at a minimum, the following data:
  - o Facility security assessment data.
  - o Countermeasure implementation data.
  - System life cycle data.
  - o Building Name, Address, Size, Type, Tenants, and Functions performed at the site.
  - o Facility Security Level.
  - O Site contact information.
  - Compliance with ISC Standards during all assessments conducted (when successive assessments are conducted, historical information must be preserved), including date of assessment.

# B.2.2 Countermeasure Data Management Module

- The countermeasure data management module shall include for each facility, at a minimum, the following data:
  - o Countermeasures recommended by PSD, date of recommendation, and the estimated cost of each.
  - o Building Name, Address, Size, Type, Tenants, and Functions performed at the site.
  - o Facility Security Level.
  - o Site contact information.
  - o Countermeasures recommended by PSD, date of recommendation, and the estimated cost of each.
  - Countermeasure implementation date, installing vendor, actual installation cost, equipment make/model, as-built documentation, and maintenance cost/vendor.

# B.2.3 Life Cycle Data Management Module

- The system life cycle data management module shall include for each facility, at a minimum, the following data:
  - o Building Name, Address, Size, Type, Tenants, and Functions performed at the site
  - o Facility Security Level.
  - O Site contact information.
  - o Countermeasures recommended by PSD, date of recommendation, and the estimated cost of each.

- Countermeasure implementation date, installing vendor, actual installation cost, equipment make/model, as-built documentation, and maintenance cost/vendor.
- All data in the system must be accessible by PSD staff. The system must include report tools to provide both recurring and ad hoc reports based on any data field (e.g. reports by address, tenant agency, FSL, or by ISC criteria).
- o The system must be hosted on a secure platform, free-to-use cloud services are not an acceptable repository for this sensitive information. All assessment data is to be treated as For Official Use Only.

# **B.3** Facility Security Level Explanation

Facility Security Level (FSL) is based on the analysis of several security-related facility factors listed below, which then serve as the basis for the implementation of certain protective security measures specified in other ISC standards.

- •Mission Criticality
- •Symbolism
- •Facility Population
- •Facility Size
- •Threat to Tenant Agencies

PSD will conduct a preliminary FSL on each scheduled assessment site. Each FSL corresponds to a level of risk that then relates directly to a Level of Protection (LOP) and associated set of baseline security measures. The integration of the physical security criteria (PSC) is predicated on a FSL designation. Once a facility security level (FSL) is determined, departments and agencies will use the following decision-making process resulting in either:

- The application of the baseline LOP applicable to the facility's FSL; or
- The application of a customized LOP to address facility-specific conditions.

#### **B.4** Base Year Assessment Sites

Site Name	Preliminary FSL Designation	Completion Date
Site A	II	March 2016
Site B	II	March 2016
Site C	II	April 2016
Site D	II	April 2016
Site E	II	May 2016
Site F	II	May 2016
Site G	II	June 2016
Site H	II	June 2016
Site I	II	July 2016

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Site J	II	July 2016
Site K	II	August 2016
Site L	II	August 2016
Site M	II	September 2016
Site N	II	October 2016
Site O	II	November 2016
Site P	II	December 2016

# **B.5** Project Management and Liaison

B.5.1 The Contractor shall designate a single Project Manager to be responsible for all work performed under this contract. This individual shall:

- Manage the day to day aspects of the work.
- Be available to PSD and for meetings and consultations.
- Issue reports and status updates as specified.
- Be empowered to make decisions for the Contractor regarding prices, deliveries, manpower and schedules for all aspects of the work.

### **B.6** Coordination with the Protective Services Division

B.6.1 All activities will be coordinated with the Supervisory Physical Security Specialist or other PSD appointed representative.

B.6.2 PSD will provide a list with the locations of the sites to be completed within three (3) days of contract award.

B.6.3 Within seven (7) days of receiving the site list, the Contractor will provide a Master Schedule detailing when each required deliverable will be completed. The Contractor shall assign staff to each site and include a listing of those assignments in the Master Schedule.

B.6.4 PSD will arrange for each member of the Contractor's assessment team to be issued a District Contractor photo ID card (One Card). The badge must be worn by the Contractor whenever s/he is conducting assessments at District facilities.

B.6.5 The Contractor's Project Manager shall attend a monthly meeting with the PSD Supervisory Physical Security Specialist at PSD Headquarters. The Contractor's Project Manager shall have available for the meeting, a progress report showing tasks completed and project deliverables submitted in the prior month; cumulative hours committed to the contract; and planned activities for the next period to review. This meeting is tentatively scheduled for the first Monday of each month at 2:00pm.

### **B.7** Logistics

- B.7.1 PSD will provide a work space for the Contractor staff members at PSD Headquarters. Contractor staff assigned to the contract are expected to be stationed at PSD Headquarters when working on contract deliverables, except when conducting site visits at District sites.
- B.7.2 The Contractor shall be responsible for providing each staff member detailed to the account with a laptop PC. Remote secure Internet access, through a wireless provider, is the responsibility of the Contractor. Wi-Fi access is provided in a limited number of District facilities, including PSD Headquarters.
- B.7.3 All staff expenses are the responsibility of the Contractor. No per diem, transportation, equipment, or other expenses will be provided by the District.
- B.7.4 Vendor parking is not guaranteed to be available at any District facilities. The Contractor is responsible for staff transportation to all sites, and will not be issued any permit, use of government vehicles, or reimbursement for parking fees or citations by the District.

### **B.8 Background Checks.**

Due to the confidential nature of the information and materials which will be accessible to Contractor, PSD will require the Contractor to conduct a background check on all persons performing on the project, and shall exclude from the project any individual that does not successfully pass the background check. Background checks shall be performed prior to the start of Work and consist of seven (7) years of history and include, as a minimum, social security number trace, county criminal felony and misdemeanor criminal record search, national criminal record search, and national sex offender registry. For longer term projects, background checks shall be conducted no less than annually. The Contractor shall maintain in its file a copy of the applicable background checks, which shall be made available to PSD upon request. PSD reserves the right in its sole discretion to reject any proposed Contractor Staff as a result of information produced by such reference or background checks.

# **B.9** Employee Standards

The Contractor is responsible for his employees using safe working practices, maintaining satisfactory standards of employee competency, conduct, and integrity, and for taking such disciplinary action with respect to his/her employees. PSD reserves the right to require the Contractor to remove any employee from the project who is deemed to be incompetent, careless, insubordinate, belligerent, or whose continued employment on the project is otherwise considered to be contrary to PSD's interest.

### **B.10** Confidentiality.

- B.10.1 "Confidential Information" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party (the "Disclosing Party") to the other party (the "Receiving Party") concerning or related to this Agreement or the Disclosing Party (whether before, on or after the Effective Date) which Receiving Party knows or should know, given the facts and circumstances surrounding the disclosure of the information by Disclosing Party, is confidential information of Disclosing Party.
- B.10.2 Confidential Information includes, but is not limited to, the components of the appliances, generated data, reports, business plans, financial plans, computer programs, know-how, the Department information, strategies and other similar information. Receiving Party will, during the term of this Agreement and thereafter, maintains in confidence the Confidential Information of Disclosing Party and will not use such Confidential Information except as expressly permitted herein. Receiving Party will use the same degree of care in protecting Disclosing Party's Confidential Information as Receiving Party uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than reasonable care. Any Confidential Information of Disclosing Party will be used by Receiving Party solely for the purpose of carrying out Receiving Party's obligations under this Agreement.
- B.10.3 In addition, Receiving Party will only disclose Confidential Information disclosed by Disclosing Party to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement and if such directors, officers, employees and/or contractors have executed a non-disclosure agreement with Receiving Party with terms no less restrictive than the non-disclosure obligations contained in this Section.
- B.10.4 Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.
- B.10.5 Notwithstanding any terms to the contrary in this Agreement, Receiving Party may disclose Confidential Information of Disclosing Party if Receiving Party is compelled to do so by law or in connection with other legal proceedings involving Disclosing Party, provided that Receiving Party gives Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) so as to permit Disclosing Party a reasonable opportunity to prevent such disclosure.
- B.10.6 If Receiving Party is compelled by law to disclose the Confidential Information of Disclosing Party as part of a civil proceeding to which Disclosing Party is a party and Disclosing

Party is not contesting the disclosure, Disclosing Party will reimburse Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information of Disclosing Party.

B.10.7 Further, notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback provided by the Department or Occupants to Contractor related to Contractor, the appliance and/or any services provided by Contractor (collectively, "Feedback") will constitute Confidential Information of Contractor. Further, Contractor will be free to use, disclose, reproduce, license, distribute and otherwise exploit the Feedback provided to Contractor as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

#### **SECTION C** Economic Inclusion

# C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteranowned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

#### **C.1.2** Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

**C.1.2.1** A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

**C.1.2.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development ATTN: CBE Certification Program 441 Fourth Street, NW, Suite 850N Washington DC 20001 (202) 727-3900

**C.1.2.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

# C.2 Subcontracting Plan

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its offer, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Attachment H**.

# C.2.1.1 Subcontracting Plan Requirements

# **Mandatory Subcontracting Requirements**

- 1. Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- 2. If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- 3. A prime Contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.

- 4. Except as provided in (a) (5) and (a) (7), a prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- 5. A prime Contractor that is a certified joint venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- **6.** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- 7. A prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

# C.2.1.2 Subcontracting Plan

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the offer and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- a. The name and address of each subContractor;
- b. A current certification number of the small or certified business enterprise;
- c. The scope of work to be performed by each subContractor; and
- d. The price that the prime Contractor will pay each subContractor.

### e. Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor and the Director of DSLBD.

### C.2.1.3 Subcontracting Plan Compliance Reporting.

- (1) The Contractor has a subcontracting plan required by law for this contract; the Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
  - **a.** The price that the prime Contractor will pay each subContractor under the subcontract
  - **b.** A description of the goods procured or the services subcontracted for
  - c. The amount paid by the prime Contractor under the subcontract;
  - **d.** A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

# C.2.1.4 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

### C.2.1.5 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

#### C.2.1.6 Enforcement and Penalties for Breach of Subcontracting Plan

1. A Contractor shall be deemed to have breached a subcontracting plan required by law, if the Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required

subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

- 2. Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- 3. If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in Clause 8 of the SCP, Default.

#### C.2.1.7 CBE as Prime Contractor

A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of **Section C.2.** 

# C.3 Residency Hiring Requirements for Contractors and SubContractors

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subContractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subContractors, tier subContractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade Contractors and subContractors with contracts in the amount of

\$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

# **SECTION D** Evaluation and Award Criteria

#### **D.1** Evaluation Process

Department will evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

### **D.2** Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

#### **D.3** Oral Presentation

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

- D.3.1 Length of Oral Presentation. Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 30 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 60 minutes.
- D.3.2 Schedule. The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.
- D.3.3 Offeror Attendees. The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 3

persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics. The Offeror may present information about its capabilities and special qualifications to serve as a Contractor for this Project, including the qualifications of key personnel.

# **D.4** Proposal Evaluation

Each proposal will be scored on a scale of 1 to 188 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in <u>Section C.1</u> of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 200.

# D.4.1 Experience (40 points)

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in Section B of this RFP. Offerors shall demonstrate their qualifications and technical competence necessary to perform Facility Security Assessment as described in Section B of this RFP. Further, Offerors shall submit detailed descriptions of projects which best describe the Offerors' experience with applying Facility Security Criteria for Federal Facilities in accordance with the Interagency Security Committee Standards. Offerors shall return for references at least three (3) completed Past Performance Evaluation Forms (Attachment I) for the project detailed above.

Offerors will be evaluated on the basis of their Experience as listed below:

- i. Offeror must describe an understanding of how to assess and apply Facility Security Criteria for Federal Facilities An Interagency Security Committee Standard" (the Standard) that establishes a baseline set of facility security measures to be applied to all Federal facilities at each Facility Security Level (FSL) I, II, III, IV, and V;
- ii. Offeror must describe an understanding of how to assess and apply Facility Security Level Determinations for Federal Facilities—An Interagency Security Committee Standard that defines the criteria and process to be used in determining the facility security level (FSL) of a Federal facility, a categorization which then serves as the basis for implementing protective measures under other ISC standards; and

- iii. Offerors shall provide at a minimum the following verifiable information for references that can attest to the successful completion of services for each project named:
- 1. Project name and location
- 2. Name, address, contact person, and telephone number of reference contact
- 3. Description of the work performed by the Offeror
- 4. Period of performance
- 5. Identification of Offeror's personnel involved who are proposed as key personnel for this RFP

# D.4.2 Key Personnel (40 Points)

The capability and capacity of Offeror's Key Personnel will be evaluated on the following criteria:

- i. Education, experience and qualifications of dedicated personnel;
- ii. Appropriateness of personnel time commitments to perform tasks outlined in the project scope; and
- iii. Sufficiency of personnel allocated to all phases of the project.
- D.4.3 Management Plan (80 Points)

Offerors Management Plans will be evaluated based on the following criteria:

- i. Delineation of the roles and responsibilities of key team members relative to project scope;
- ii. Description of the challenges inherent in the project and the approach to mitigating identified risk;
- iii. Formulation of project schedule to assure timely achievement of key milestones; and
- iv. Description of cost control management structures to assure on-budget project delivery.

### D.4.4 Price (Maximum 40 Points)

Offerors will be required to bid in Attachment A, fixed unit prices for site levels II, III, and IV for the base period and four (4) option years. This element of the evaluation will be worth up to forty (40) points of which a maximum of 12 points are allocated to qualified CBEs.

# SECTION E Proposal Organization and Submission

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

# **E.1** Submission Identification

Submissions shall be proffered in two volumes, a technical volume and a pricing volume. In addition to an original technical volume and pricing volume, Offerors shall submit five (5) copies of the technical volume of the proposal, and two (2) copies of the pricing volume. The Offeror's Technical and Price Proposal submission shall be placed in a separate sealed envelopes conspicuously marked: "Technical Proposal for Facility Security Assessment Services" and "Price Proposal for Facility Security Assessment Services". Copies of the pricing and technical submissions shall be labeled accordingly.

# **E.2** Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

Department of General Services
Attn: Kimberly Gray
Supervisor Goods and Services
Frank D. Reeves Center
2000 14th Street, NW
Office of the Director, 8th Floor, Washington, DC 20009

# **E.3** Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EST, on February 11, 2016. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

# E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8 1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

### E.4.1 Technical Volume

The technical proposal shall be organized as follows:

### E.4.1.1 Executive Summary

Each Offeror shall provide a summary of no more than three pages of the information contained in the following sections.

### E.4.1.2 General Team Information and Firm(s) Data

Each Offeror shall provide the following information for itself and each of its subcontractors, if any.

- a. Name(s), address(es), and role(s) of each firm (including all sub-Contractors)
- b. Profile(s), including:

Firm history

Firm size(s)

Areas of specialty/concentration

Current firm workload(s) projected over the next year

- c. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts heldby the office submitting this proposal need be listed.
- d. Description of the team organization and personal qualifications of key staff, including:

Identification of the single point of contact for the Contractor.

Resumes for each key participant on the team, including definition of that person's role, relevant experience, and anticipated workload during the performance of the Contract term.

### E.4.1.3 Experience (40 points)

Each Offeror should submit a response that addresses the requirements of **Section D.4.1** of this RFP.

# E.4.1.4 Key Personnel (40 points)

Each Offeror should submit a response that addresses the requirements of <u>Section D.4.2</u> of this RFP.

# E.4.1.5 Management Plan (80 Points)

Each Offeror should submit a response that addresses the requirements of <u>Section D.4.3</u> of this RFP.

# E.4.2 Pricing Proposal (40 points)

The Price Proposal shall include the following information:

#### E.4.2.1 Cost Information

The Offeror shall submit the Bid Form in substantially the form of <u>Attachment A</u>. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

#### E.4.2.2 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of <u>Attachment B.</u> In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

# **SECTION F** Offeror's Procedures and Protests

#### F.1 Contact Person

For information regarding this RFP please contact:

Keith Giles, Contract Specialist DC Department of General Services Frank D. Reeves Center 2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor Washington, D.C. 20005 Phone: (202) 671-2445 **Keith.giles@dc.gov** 

Any written questions or inquiries should be sent to Keith Giles at the address above by January 27, 2016.

### F.2 Pre-proposal Conference

A pre-proposal conference will be held on January 22, 2016 at 11:00 am EST. The conference will be held at Department of General Services Community Room on the 2<sup>nd</sup> floor.

# F.4 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to providing a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

#### F.5 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that

defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the offer protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

#### F.6 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4712 of the Department's Procurement Regulations (27 DCMR § 4716).

#### F.7 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

### F.8 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole facility security of the Offeror and may result in disqualification.

### F.9 Late Submissions: Modifications

- **a.** Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- **b.** Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.

- c. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- **d.** Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- **e.** Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

# F.10 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

# F.11 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- a. To cancel this solicitation or reject all submissions.
- **b.** To reject submissions that fail to prove the Offeror's responsibility.
- c. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- d. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- **e.** To take any other action within the applicable Procurement Regulations or law.
- f. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

# **F.12** Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

# F.13 Non-Responsive Pricing

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

# **SECTION G Insurance Requirements**

# **G.1** Required Insurance

The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

- G.1.1 Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.
- **G.1.2** Workers' compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its Contractors and subContractors at or in connection with the Work.
- **G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

### **G.2** Additional Insureds

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

### **G.3** Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

# G.4 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed approved to do business in the District of Columbia.